

Belle Plaine CSD

Belle Plaine EA

7/1/2006 6/30/2007

MASTER CONTRACT
BETWEEN
BELLE PLAINE EDUCATION ASSOCIATION
AND
BELLE PLAINE COMMUNITY SCHOOL DISTRICT
FOR THE
2006-07 SCHOOL YEAR
BELLE PLAINE, IOWA

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ARTICLE 1
RECOGNITION

1-1.

The Board recognizes the Belle Plaine Education Association as exclusive and sole representative of the following personnel, thereafter referred to as an employee, employed by the board.

1. classroom teachers
2. guidance counselors
3. librarians
4. Title I teachers
5. school nurses

1-2.

The Association recognizes the Board as the duly elected representative of the people and agrees to negotiate only with the Board through the negotiating agent or agents officially designated by the Board in its behalf.

1-3.

The superintendent, principal and all those excluded under section four of the Public Employment Relations Act shall not be represented by the Belle Plaine Education Association.

1-4.

The term "Board" as used in this agreement shall mean the Board of Education of the Belle Plaine Community School District, and/or its duly authorized representatives.

1-5.

The term "employee" as used in this agreement shall mean all professional employees represented by the Belle Plaine Education Association in the bargaining unit as defined and certified by the Public Employees Relations Board.

1-6.

The term "Association" as used in this agreement shall mean the Belle Plaine Education Association or its duly authorized representatives or agents.

1-7.

The term "school year" as used in this agreement shall mean the normal employee work year.

ARTICLE 2
STRIKES PROHIBITED

2-1.

It is agreed that Chapter 20, Section 12, Code of Iowa, 1975, is accepted in its entirety and hereby made a part of this agreement. The inclusion of the foregoing statutory provisions in this agreement is of the language which appears in such statute as of the date of execution of this agreement, and does not include any amendments which may hereafter be adopted except as the parties otherwise specifically agree. Such language is included notwithstanding that the statutory implementation may be delayed subsequent to the date of this agreement.

ARTICLE 3
DUES DEDUCTION

3-1. Authorization

Any employee who is a member of the Association, or who has applied for membership, may sign and deliver to the Board an assignment authorizing payroll deduction of professional dues.

3-2. Regular Deduction

The employee may request ten equal deductions from the regular salary check of the employee each month for ten (10) months, beginning in October and ending in July of each year, provided the request is in the business office by October 1st of the current year.

3-3. Pro-rated Deduction

New employees who begin dues deduction after October shall have the total dues pro-rated in equal installments on the basis of the remaining monthly pay periods through July.

3-4. Termination

Any employee who terminates payroll deductions prior to July shall notify the Association.

3-5. Transmission of Dues

The Board shall transmit to the Association the total monthly deduction for professional dues within ten (10) days following each regular pay period, and a listing of the employees for whom deduction was made.

3-6. Indemnification

The Association agrees to indemnify and hold harmless the Board, each individual board member, board employees, and all administrators against any and all claims, costs, suits, or other forms of liability and all court costs arising out of the application of the provisions in the agreement between the parties for all said deductions.

ARTICLE 4
GRIEVANCE PROCEDURES

4-1.

A grievance shall mean only an allegation that there has been a violation, misinterpretation, or misapplication of any of the specific provisions of this agreement.

A grievant shall mean an employee or the Association. If the Association is acting on behalf of fewer than three (3) teachers the individual(s) shall provide their names to the principal at the first step. A grievant may choose to have an association representative accompany him/her starting at the first step.

The failure of an employee or the Association to act on any grievance within the prescribed time limits will act as a bar to any further appeal and an administrator's failure to give a decision within the time limits shall permit the grievant to proceed to the next step. The time limits, however, may be extended by mutual agreement.

School days shall mean teacher employment days, except during the summer recess when it shall mean those days during which the district's central office shall be in operation.

It is agreed that any investigation or other handling or processing of any grievance by the grievant shall be conducted so as to result in no interference with or interruption whatsoever of the instructional program and related activities of the grievant or of the teaching staff.

4-2. FIRST STEP

An attempt shall be made to resolve any grievance in informal, verbal discussion between the grievant and principal.

4-3. SECOND STEP

If the grievance cannot be resolved informally, the grievant shall file the grievance in writing, and, at a mutually agreeable time, discuss the matter with the principal. The written grievance shall state the nature of the grievance, shall note the specific clause or clauses of the collective bargaining agreement allegedly violated, and shall state the remedy requested. The filing of the formal, written grievance at the second step must be within ten (10) school days from the date of occurrence of the event giving rise to the grievance. The principal shall make a decision on the grievance and communicate it in writing to the grievant and the superintendent within ten (10) school days after receipt of the grievance.

4-4. THIRD STEP

In the event a grievance has not been satisfactorily resolved at the second step, the grievant shall file, within five (5) school days of the principal's written decision at the second step, a copy of the grievance with the superintendent. Within ten (10) school days after the written grievance is filed, the grievant and superintendent or his designee shall meet to resolve the grievance. The superintendent or his designee shall file an answer within ten (10) school days of the third step grievance meeting and communicate it in writing to the grievant and the principal.

4-5. FOURTH STEP

If the grievance is not resolved satisfactorily at Step Three, there shall be available a fourth step of impartial arbitration. The Association may submit, in writing, a request on behalf of the Association or the grieving employee to the superintendent within thirty (30) days from receipt of the Step Three answer, to enter into such arbitration. The arbitration proceedings shall be conducted by an arbitrator to be selected by the two (2) parties within seven (7) days after said notice is given. If the two (2) parties fail to reach agreement on an arbitrator within seven (7) days, the American Arbitration Association will be requested to provide a panel of seven (7) arbitrators. Each of the two (2) parties shall have the option to reject the total list. In this event the second list shall be requested from the American Arbitration Association. From the resulting acceptable list each of the two (2) parties will alternately strike one name at a time from the panel until only one shall remain. The first strike shall be determined by lot. The remaining name shall be the arbitrator. The decision of the arbitrator shall be binding on the parties.

The cost of the American Arbitration Association list as well as the expenses for the arbitrator services shall be shared equally by the Board and the Association.

The arbitrator, in his opinion, shall not amend, modify, nullify, ignore, or add to the provisions of this agreement. The arbitrator's authority shall be strictly limited to rendering a decision on the issue or issues presented to him in writing, to the Board and the Association, and his decision must be based solely and only upon his interpretation of the meaning or application of the express relevant language of the agreement.

ARTICLE 5
PROCEDURES

5-1.

If the agreement is ratified by the employees, it shall be submitted to the Board of Education at its next regular meeting for consideration.

5-2.

No bargaining agreement shall be valid or enforceable if its implementation would be inconsistent with a statutory limitation on the Belle Plaine Community School District's funds, spending or budget, or would substantially impair the performance of any statutory duty by the Board of Education.

ARTICLE 6
SICK AND INJURY LEAVE

6-1.

Employees covered under this agreement will be granted sick leave in the following amounts:

- 1) First year of employment 11 days
- 2) Second year of employment 13 days
- 3) Third and subsequent years 15 days

Unused sick leave may be accumulated to a maximum of one hundred ten (110) days.

All employees covered by this contract during the 2001- 02 school year will retain their accumulated sick leave days and will continue accumulating sick leave days at the rate of 15 per year.

6-2.

The above amounts shall apply to consecutive years of employment in the Belle Plaine Community School District and unused portions shall be cumulative to a maximum of one hundred ten (110) days. The Board shall, in each instance, require such reasonable evidence, as it may desire confirming the necessity of such leave of absence.

6-3.

A day of sick leave shall be that of the employee's normal workday. For personnel employed on a full-day basis this would be one day's pay. For employees working a six (6) hour day, a day of sick leave would be computed on a six-hour basis and similarly established for all individuals whose normal workday is less than a full day.

6-4.

Employees hired prior to the end of the first semester will be credited with a full eleven (11) days of sick leave. Personnel employed after the end of the first semester will receive only six (6) days of sick leave for the remainder of their first year. Unused portions will be accumulated in the same manner as other employees covered under this agreement.

6-5.

Female employees are entitled to use accrued sick leave during the period they are unable to perform regular duties due to a pregnancy and subsequent recovery. Supporting written documentation will be required to establish the period the employee is unable to work beyond the normal six-week maternity leave, due to her pregnant condition and recovery and the date of the employee's return to work.

6-6.

The Board shall provide twenty (20) sick leave days per year, not accumulative, to be used by employees at the discretion of a committee consisting of the superintendent, the building principal of the employee requesting the leave, and one elected teacher from each of the four buildings. Eligibility for use of any or all of the twenty days shall comply with the following guidelines:

- a) Written application including the number of days requested should be made to the superintendent.
- b) Only applicants who have exhausted all sick leave benefits will be considered.
- c) To be eligible, applicants must have been absent ten (10) consecutive days prior to making application.
- d) Employees who are eligible to receive disability income protection benefits will not be eligible to use any bonus sick leave days.
- e) All committee recommendations will be approved or denied by the Board at its next regularly scheduled meeting after the recommendation is filed. Emergency requests received after the month of May will be considered at a special committee meeting called by the superintendent, and acted upon by the Board at its regular June meeting, or at a special board meeting called by the superintendent before June 30th.

In cases where an employee receives workmen's compensation, sick leave should be granted only to the extent that the employee does not receive benefits greater than his normal per diem salary.

6-7.

Family Illness Leave

Full-time personnel covered under this agreement may use three (3) days of their own accumulated sick leave per year for family illness. This leave will not be accumulated and may not be carried over to the subsequent year. An illness will not include regularly scheduled doctor and dental appointments. The family shall be defined as the employee's child, step-child, spouse, parents, brother, sister, grandparent, grandchild, in-law, or close relative who resides with the employee.

ARTICLE 7 BEREAVEMENT LEAVE

7-1.

Employees absent due to death in the immediate family.

An employee who is absent due to the death of: father, mother, brother, sister, spouse, or child shall be granted up to five days leave for such absence. An employee who is absent due to the death of grandparent, grandchild, or in-law shall be granted up to three days leave for such absence. An employee who is absent due to the death of a close relative who lives in the household of the employee shall be granted up to three days leave for such absence. The superintendent may grant up to two additional days leave if travel or other special circumstances indicate the need, but under no circumstances will death leave exceed five days per incident. Any of the above days not used at the time of death may be used at a later date for settlement of estate. Before commencement of death leave, employee will notify supervisor or superintendent and length of leave will be determined within above limits.

7-2.

At the sole discretion of the superintendent, an employee may be granted time to attend the funeral of a close friend or relative outside the immediate family.

ARTICLE 8
PERSONAL LEAVE

8-1.

New employees will be granted one day of personal leave per year, accumulative to two, for the first two years of service at Belle Plaine. Teachers with more than two years experience will be granted two personal days per year with no accumulation. The leave shall be at the discretion of the employee providing proper notification of such absence shall be made to his or her immediate supervisor at the earliest possible time. No more than five employees can exercise this right on any given day. If substitutes cannot be obtained employees will be required to remain on duty that day in reverse order of when the notifications were reported.

Personnel covered under this agreement may not take personal days on a scheduled professional development day. The superintendent may grant exceptions to this rule based on the merits of the individual situation.

8-2.

The Board will pay the current rate of substitute pay for unused personal leave days at the end of the school year. The Board secretary will notify teachers by May 1st of the number of remaining personal leave days. Teachers who have not used, nor plan to use, one or two personal leave days, should submit a purchase order to their principal by May 30th of each year. Payment will be made in June prior to the closing of the fiscal year.

ARTICLE 9
EMERGENCY LEAVE

9-1.

Three days per year shall be given for serious situations that arise unexpectedly, urgently requiring immediate attention.

ARTICLE 10
JURY DUTY

10-1.

An employee who is called for jury service shall be excused from work on the days he/she serves or is required to appear. He/she shall receive, for each day of jury service, a full basic workday's pay less any amounts received for such service, exclusive of mileage and meals, provided the employee furnishes satisfactory evidence of such jury duty.

10-2.

When an employee is excused from jury service before noon, either temporarily or permanently, on any workday, the employee shall promptly report to his/her immediate supervisor and shall complete any remaining hours of his/her workday if required.

ARTICLE 11
COURT SUBPOENA

11-1.

Leave to answer a court subpoena shall be granted by the superintendent or designee without loss of salary, minus fees received, other than for mileage and meals, provided this paragraph shall not apply in any matter to which the school district is a party and the Association and/or one of its affiliates is also a party, if the subpoena has been issued on behalf of a party adverse to the school district.

ARTICLE 12
PROFESSIONAL LEAVE

12-1.

Professional leave may be granted to an employee without loss of pay at the sole discretion of the superintendent. This provision is intended to encourage reasonable attendance at meetings or conferences during the year for the purpose of professional or curriculum improvement or development. The cost of any substitute where needed will be paid by the school district at the sole discretion of the superintendent.

ARTICLE 13
LEAVE OF ABSENCE

13-1.

Employees covered by this agreement may be granted unpaid leaves of absence at the discretion of the Board. Any employee requesting a leave of absence may be required to do so in writing. The reason for requesting such leave and the designated time being requested must be so stated. If such leave is granted, the employee may return at the expiration of the designated leave period at pre-leave placement based on the employee's status at the beginning of such leave.

13-2.

In no event shall the school district be obligated to permit an employee who is incapable of continuing in the performance of his or her duties where the performance of the employee declined from that performance demonstrated by the employee at the time prior to said incapability. The school district can require certification from the employee's physician that he or she is capable to remain in or return to full-time employment.

13-3.

There is a total of two (2) days for a BPEA member to attend BPEA business meetings each year. The BPEA will pay the cost of the substitute for both days.

ARTICLE 14
DISABILITY INSURANCE

14-1.

Each eligible employee shall be covered by a long-term disability insurance policy paid for by the Board that provides the following benefits:

- a) Monthly income benefit – an amount equal to 60% of 1/12th of the employee's annual basic contract, including extra curricular compensation, to a maximum benefit of \$1,500, less any payments for that month for which the employee or employee's dependents are eligible under the federal social security act.
- b) Monthly income benefits will not be further reduced by subsequent increases in social security benefits.
- c) Qualifying period to be three (3) consecutive calendar months.
- d) Maximum benefit period for accident to age 65 and for sickness to age 65.
- e) Overall income limit – 75% of covered compensation.
- f) Minimum monthly benefit \$50.
- g) Total disability will be interpreted to mean inability to perform any and every duty of the employee's occupation during the first twenty-four months of disability due to bodily injury or sickness, and thereafter, to engage in any work or occupation for which the employee is reasonably fitted by education, training, or experience, and further providing that while disabled the employee does not engage in any other employment for wage or profit.

- h) Benefits will not be provided for disability due to intentionally self-inflicted injury, or any other reasons excluded from coverage in the insurance policy.
- i) Eligible employees, new to the district, will be covered by insurance no later than thirty (30) days after initial employment. All insurance benefits shall be subject to the rules, regulations and insurance policy terms of the insurance company providing such insurance coverage. Ineligible employees shall be so advised at the time of employment.

ARTICLE 15 BENEFITS

15-1.

The employer will pay a monthly benefit equal to the cost of a single plan hospitalization major medical based on a premium of \$418.18 per month for the first nine months, and \$480.91 per month for the last three months, plus \$160. The single plan will be based on the following: 90/10 co-insurance coverage if attending a provider, 80/20 if attending a non-provider, and on prescription drugs. Deductible is \$100 per person and/or \$200 per family. 100% coverage by the carrier after a maximum out-of-pocket expense of \$500 per person or \$500 per family.

15-2.

Benefit dollars are paid to employees in the form of cash on gross pay.

Employees may use these benefit dollars for the following: Medical coverage, Tax Sheltered Annuity (TSA), or to receive the benefit amount in cash. Employees may apply benefit dollars to one, or any combination of the above options. Employees who choose to receive all or any part of their benefit dollars in straight cash or TSA will pay the appropriate tax liabilities.

Payroll deductions for medical coverage and TSA's will be deducted from the employee's salary upon written authorization to do so. Payroll deduction will be for twelve months, beginning with the June payroll.

15-3.

If the practice of allowing eligible employees to choose to apply their benefit dollars toward a TSA and/or straight cash jeopardizes the employer's ability to provide health coverage, the employer will cease to allow the privilege in succeeding years.

15-4.

Eligible employees who are new to the district, and who begin work at the start of the school year will receive their benefits on October 1st. Benefits for new employees who begin work after the start of the school year will be based on the following: If there are 15 days or less left in the month in which the employee is hired, the employee will begin receiving benefits on the first day of the second month following the one in which they were hired. As an example, an employee who begins work on November 24th, would begin receiving benefits on January 1st.

All insurance benefits shall be subject to the rules, regulations, and insurance policy terms of the company providing such insurance coverage. Ineligible employees will be so advised at the time of employment. Medical coverage will not be provided for any employees who cannot qualify under terms of the insurance carrier.

15-5.

An employee who chooses not to take single or family coverage with the insurance carrier on the date of initial employment, may apply for such coverage at a later date. Coverage for either single or family members however, will only be provided if the employee and family members can qualify for insurance coverage under the terms and regulations of the insurance carrier.

ARTICLE 16
STAFF REDUCTION

16-1.

Whenever a reduction in employees is deemed necessary by the Board, the procedure set forth in this article shall be followed.

16-2.

The Board will determine the number of positions to be reduced in accordance with the following steps:

STEP ONE: Normal attrition resulting from employees' retiring or resigning will be relied upon to the extent it is administratively feasible.

STEP TWO: The remaining positions to be reduced will be selected by the Board, taking into account, both on an individual basis and in comparison to other employees, factors, such as length of service with the board, the individual employee's area of certification, training, demonstrated professional competency, as previously and currently evaluated by the appropriate administrators, assignment to extra-curricular and other special activities and past and potential contribution to the educational program of the district. When all the above factors are equal, the person of least seniority shall be reduced. Seniority and certification shall be determined within the following groupings: K-6, 7-12.

16-3.

After the positions to be reduced have been determined by the Board, it will notify the employees and the association in writing. The reduction of each employee shall commence on the date specified by the board in the notice of staff reduction to the affected employee and to the Association.

16-4.

If there is a vacancy in a negotiating unit position, laid off employees who are certified and qualified to perform the work in question will be recalled in the order of the person with the most seniority being recalled first.

Notice of recall will be given by certified mail to the last address given to the board by the employee. If an employee fails to respond by certified mail within ten (10) days after receipt of the above notice of recall, the employee will be deemed to have refused the position offered.

An employee who is laid off will remain on the recall list for two years after the effective date of layoff unless the employee waives recall rights in writing.

All benefits to which full-time employee was entitled at the time of his layoff, including unused accumulated sick leave, will be restored to the employee upon his or her return to active employment, and the employee will be placed on the proper step of the salary schedule for the employee's current position according to the employee's experience and education.

16-5.

All teaching/extra duty vacancies shall be posted locally in inter-school communiqués or during the summer months the superintendent shall notify the association president of said vacancies.

16-6.

The administration will furnish on October 1, 1984 a seniority list within groupings of K-6, 7-12. The association must file any objections to the list by October 31, 1984. Each year thereafter on October 1st, the administration will furnish to the association an updated list. The association will have until October 10th to file any objections to additions or deletions only. Any objections which cannot be resolved will be subject to grievance procedure. Placement on seniority list will be from first day on job. Any teacher who resigns and is later rehired will be placed on the list as of the date he or she returns to work.

ARTICLE 17 RECRUITMENT, ASSIGNMENTS AND TRANSFERS

17-1.

It is agreed that the Board, through its representatives, has sole discretion in the recruitment, assignment and transfer of employees.

All grade, subject, activity and school assignments, whether permanent or temporary, within the bargaining unit, shall be made by the Board, taking into consideration, so far as is practical, the employee's length of service with the school district, area of certification, training, demonstrated professional competency, personality, and suitability for the position. Employees shall be advised in writing as early as possible of teaching assignments and shall be kept advised concerning any changes in those assignments.

17-2.

When making transfers, the Board will take into consideration, so far as practical, the employee's length of service within the school district, area of certification, training, demonstrated professional competency, personality, and suitability for the position. However, it is recognized that the instructional requirements and best interests of the school system and the pupils are of primary importance.

17-3.

Any employee desiring to transfer to a new teaching assignment, whether it be a transfer to another grade, subject, activity or building, shall make a written request on or before March 1, in order for such request to be considered for the following school year. Applications for transfer must be renewed annually.

ARTICLE 18 SUPERVISION AND EVALUATION OF TEACHERS

18-1.

Employees shall have their duties formally evaluated a minimum of once every three years and there shall be an evaluation done prior to April 1 during the year the employee is being evaluated.

18-2.

Probationary employees will be evaluated a minimum of twice a year during their probationary period. Probationary employees who have a standard license may be evaluated a minimum of twice a year during their probationary period. The first evaluation will be completed prior to January 1st.

18-3.

Results of the evaluation provided in Sections 18-1 and 18-2 above shall be in writing, preceded by observations of the employees' performance.

18-4.

The evaluator shall have a meeting with the employee within ten (10) school days following the final observation and prior to submission of the written evaluation report to the superintendent.

18-5.

The employee shall have the right to submit an explanation or other written statement regarding any evaluation for inclusion in his/her evaluation file. Any written statement by the employee shall be made at the time of the evaluation conference, or within five working days of the conference.

18-6.

Written evaluations shall be in triplicate. The principal shall retain the first copy and the second and third copies shall be given to the employee and superintendent respectively. Each of the three copies shall be signed by both the employee and the principal.

18-7.

Only adverse evaluations are subject to the grievance procedures listed in Article 4. Adverse evaluation shall be defined as suspension, termination, or layoff. A grievance must be filed within the timelines specified in Article 4, after notice of an adverse action.

If a teacher disagrees with an evaluation, which he/she believes is unjust, unfair, or inaccurate within five (5) school days after receiving the evaluation from the principal, the teacher may file a rebuttal statement that will be attached to the evaluation. If the evaluation later becomes evidence in a termination or staff reduction, the Board of Education must also consider the rebuttal statement with the evaluation document.

If the adverse evaluation results in a staff reduction, the teacher's grievance of the evaluation shall be combined with any grievance filed on staff reduction.

ARTICLE 19 EMERGENCY ASSIGNMENT

19-1.

The Board can assign an employee another employee's duty during the employee's prep or lunch period. For that assignment the employee shall be paid \$10.00. This payment will be added to the normal monthly pay without additional paperwork for the employee.

ARTICLE 20 ASSIGNED SPONSORSHIPS

20-1.

Any employee sponsoring an organization, class, or club for reimbursement or non-reimbursement will have such assignment stipulated on the employee's contract at the time of issuance of said contract.

ARTICLE 21
ACTIVITY TICKETS

21-1.

The Athletic Director and/or High School Principal will assign employees to work at co-curricular activities. An employee may be assigned to a maximum of three (3) co-curricular events before being reimbursed for work at such events. If an employee is assigned to work at an event beyond the three required events, he/she will be paid at a rate of \$15.00 for each additional assignment. Supervision at elementary concerts will count as one assigned event.

21-2.

Two (2) free activity tickets will be granted each employee. The following guidelines should be considered in the use of these tickets:

- a. spouses
- b. fiancés
- c. guests (Guests shall not include residents of the Belle Plaine Community School District other than fiancés or spouses.)

21-3.

For the purpose of this Article, employees who chaperone bus trips out of the school district shall have one bus trip considered equal to two extra-curricular duty events as referred to in

21-1.

ARTICLE 22
HOURS OF WORK

22-1.

Each employee shall be on duty between the hours of 7:50 a.m. and 3:30 p.m. Employees, however, may be required to arrive before 7:50 a.m. or stay later than 3:30 p.m. for meetings or other purposes relating to educational issues. On Fridays, or days prior to vacations or holidays, employees may leave the building as soon as all regular route busses have left the employees attendance center.

22-2.

Each employee covered by this agreement will have 150 minutes of break time per week. The designated time shall be determined at the discretion of the principal, but the entire 150 minutes shall be within the period between the beginning of the first class of the day and the dismissal of the last class.

22-3.

Each employee covered by this agreement will have a duty-free twenty-five (25) minute lunch break, except in extenuating circumstances. The building administrator will establish this lunch period.

22-4.

There will be an exception at the elementary level as follows: In all cases of inclement weather when it is necessary to have students remain in the building during morning and/or afternoon recess, each elementary teacher will supervise his/her own students during such times as supervision becomes needed.

ARTICLE 23
LENGTH OF CONTRACT

23-1.

Employees who were previously employed by the school system shall be obligated to work 188 days for the school year. This shall include 180 teaching days plus eight (8) other working days per year. New employees shall be obligated to work 189 days. This shall include 180 teaching days plus nine (9) other working days per year. The determination of designated working and teaching days shall be made at the sole discretion of the Board.

ARTICLE 24
USE OF BOARD FACILITIES

24-1.

The buildings and facilities of the Belle Plaine Community School may be made available to the Belle Plaine Education Association for the purposes of regular Association meetings at the discretion of the Board.

ARTICLE 25
SEVERABILITY AND WAIVER

25-1.

Severability Clause

Should any article, section, or clause of this agreement be declared illegal by a court of competent jurisdiction, then that article, section, or clause shall be null and void to the extent that it violates the law. The remaining articles, sections and clauses shall remain in full force and effect.

25-2.

Waiver

The parties acknowledge that during the negotiations which resulted in the agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this agreement.

Therefore, the Board and the Association, for the life of this agreement, each voluntarily and unqualifiedly waives any right which might otherwise exist under the law to negotiate over any matter during the term of this agreement; however, this agreement may be altered, changed, added to, deleted from or modified only through the voluntary mutual consent of the parties in a written amendment.

ARTICLE 26
PRINTING AGREEMENT

26-1.

The employer will furnish one copy of the Master Contract to each employee. Five additional copies of the contract will be furnished to the Association at no cost. Any additional copies shall be furnished to the Association for the cost of copying.

ARTICLE 27
SALARY SCHEDULE

27-1.

Agreed to age the salary schedule and add \$650 to the base.

Agreed to add two days to the extended contract for the Guidance Counselor.

Agreed to add Win With Wellness to the supplemental schedule and pay no more than two sponsors one percent each (1%) of their step on the BA lane.

SUPPLEMENTAL SALARY SCHEDULE

	POSITION	% of BA
1.	Original placement on the appropriate BA Step regarding supplemental salary will be treated like teaching experience. A year's experience will be allowed for each previous year coaching a sport or directing an activity up to a maximum of eight years. Each year of experience in a given supplemental assignment will represent one additional vertical step on the BA schedule. The maximum supplementary salary will not exceed the appropriate percentage of BA Step 15.	
2.	Faculty members shall adhere to their extra duty schedule as approved by the Board of Education and issued by their respective principals.	
3.	Head Varsity: Football, Wrestling, Basketball, Volleyball, Baseball, Softball	13%
4.	Head Varsity: Track, B/G Golf, Cross Country	11%
5.	Assistant Varsity Coaches	9%
6.	High School Instrumental Music	9%
7.	Junior High Head Coach: Football, Track, Wrestling, Basketball, Volleyball, Baseball, Softball	7%
8.	Junior High Assistant Coach	5%
9.	Weight-Lifting Sponsor – 3 mornings per week	5%
10.	Weight-Lifting Sponsor – 2 mornings per week	3%
11.	Weight-Lifting Sponsor – 3 afternoons per week	5%
12.	Varsity Cheerleading (one person). If position is divided between fall and winter sports, it would be 4% for each sponsor.	8%
13.	Dramatics, Thespians, Plays	6%
14.	High School Vocal Music	6%
15.	Annual, School News, Junior High Cheerleading	4%
16.	Annual	8%
17.	FFA, Adult Farmers, Pep Club	3%
18.	FHA	2%
19.	Speech Contest	6%
20.	Pit Band and Musical Vocal Director (every other year)	1%, 4%
21.	JH and High School Student Council, Honor Society, 6 th Grade Camp Trip, Win With Wellness	1%
22.	State Contest Music Assistant	1%
23.	High School Choir Accompanist	\$475
24.	Summer Band Lessons	\$950
25.	Close-Up Sponsor (3% of generator base – not BA steps)	3%
26.	Prom/Senior Banquet	\$100
27.	Class Advisors: 9 th - \$25; 10 th - \$25; 11 th - \$75; 12 th - \$100	
28.	Marching Band Auxiliary	\$500
29.	Dance/Drill Team	\$500
30.	Vocational Agriculture – 12 month contract	1/3 BA Step
31.	Athletic Contests:	
	Timers, Announcers and Filmers for Belle Plaine Contests	\$15
	Scorekeeper – two games	\$15
	Scorekeeper – single game	\$10
32.	Teachers who have teaching assignments in more than one building and travel between buildings during the school day shall be paid mileage at the rate established by the Board of Education.	
33.	All employees granted an extended contract will be paid per diem salary. Per diem salary will be determined by dividing the employee's base salary by 188 days.	
34.	This supplemental pay schedule will be in effect for the 2006-07 school year.	

All language in this contract will be valid for one year, ending June 30, 2007.

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This agreement is executed and agreed upon this May 18th, 2006.

Jackie Henderson
President

Marie S. Stafford
President

Scott E. Frank
Negotiator

M. W. Milligan
Negotiator

Secretary

Charlene Wickmore
Secretary

Belle Plaine Education Association

Belle Plaine Community School District